

Prepared by and Return To:

0709048MS

NATIONWIDE TRUSTEE SERVICES, INC.

1587 Northeast Expressway

Atlanta, GA 30329

(404)-417-4040

5000430

INDEXING INSTRUCTIONS: Lot 32, Section A, Alden Station Subdivision, in Section 11, Township 2 South, Range 8 West, DeSoto County, Mississippi

### SUBSTITUTION OF TRUSTEE

WHEREAS, on April 13, 2000, Larry Merritt and Stephanie Merritt, executed a Deed of Trust to Michael P. Lee for the use and benefit of Centex Home Equity Corporation which Deed of Trust is on file and of record in the office of the Chancery Clerk of De Soto County, Mississippi, in Deed of Trust Record Book 1206, Page 0424 thereof; describing the following property:

Situated in DeSoto County, State of Mississippi, and being further described as: Lot 32, Section A, Alden Station Subdivision, in Section 11, Township 2 South, Range 8 West, as shown on plat of record in Plat Book 41, Page 43, in the Chancery Clerk's office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to William E. Dowdy and Inez Dowdy, husband and wife, from Willa M. Baxter, herein by deed dated April 1, 1999, and recorded April 9, 1999, in Book 350, Page 382 Chancery Clerks Office for DeSoto County, Mississippi.

WHEREAS, the undersigned is the present holder and beneficiary of the deed of trust; and

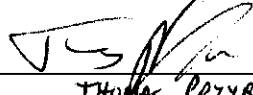
WHEREAS, under the terms of said Deed of Trust the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said foreclosed property to the **DB50 2007-1 TRUST**, its successors and assigns. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute same.

NOW THEREFORE, the undersigned does hereby appoint and substitute **NATIONWIDE TRUSTEE SERVICES, INC.**, as Trustee in said Deed of Trust, the said **NATIONWIDE TRUSTEE SERVICES, INC.**, to have all the rights, powers and privileges of the Trustee named in said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed on this the 22<sup>ND</sup> day of FEBRUARY, 2010.

DB50 2007-1 TRUST

By:   
THOMAS PRZYBYLA  
 Its AVP OF AMS SERVICING, LLC AS POA

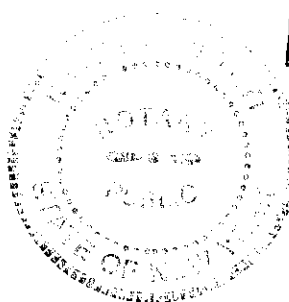
STATE OF NEW YORK  
 COUNTY OF ERIE


**Power of Attorney Attached as Exhibit A**

On this 22<sup>ND</sup> day of FEBRUARY, 2010 before me,  
Kathy Ann Teti, Notary Public personally appeared  
THOMAS PRZYBYLA who is  
AVP OF AMS SERVICING, LLC AS POA, respectively of  
DB50 2007-1 TRUST and who proved to me on the  
 basis of satisfactory evidence to be the person whose name is subscribed to the within instrument  
 and acknowledged to me that he/she executed the same in his/her/their authorized capacity and  
 that by his/her signature on the instrument the person or the entity upon behalf of which the  
 person acted, executed the instrument.

GIVEN UNDER my hand and official seal, this the 22<sup>ND</sup> day of  
FEBRUARY, 2010.

My Commission Expires:  
10.12.13



  
 NOTARY PUBLIC

KATHY ANN TETI  
 Notary Public, State of New York  
 No. 01TE6031728  
 Qualified in Erie County  
 Commission Expires Oct. 12, 2013

**EXHIBIT A****LIMITED POWER OF ATTORNEY**

When recorded return to:  
AMS Servicing LLC  
190 Lawrence Bell Drive  
Suite 104  
Buffalo, NY 14221

This Limited Power of Attorney is made in connection with that certain Servicing Agreement by and between DB50 2007-1 Trust (the "Owner") and AMS Servicing LLC (the "Servicer") dated as of July 1, 2009 (the "Servicing Agreement").

Owner hereby makes, constitutes and appoints Servicer for Owner's benefit and in Owner's name, place, and stead, Owner's true and lawful attorney-in-fact, with full power of substitution, to act, only with respect to any of the matters described in Exhibit A hereto, in any manner necessary and proper to exercise the servicing and administrative powers set forth in the Servicing Agreement with respect to those loans transferred to Servicer pursuant to the terms of the Servicing Agreement. This appointment shall not be assigned to any third party by Servicer without the written prior consent of Owner. Unless sooner revoked by the Owner, this Limited Power of Attorney shall survive for a period not to exceed one year past the date herein.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against Owner. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Owner, then the Servicer shall forward a copy of same to the Owner within a reasonable period of time.

Nothing herein shall give any attorney-in-fact the rights or powers to execute any deed or similar instrument conveying or transferring title in and to any real property.

Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Servicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

Any third party may rely upon presentment of an original counterpart of this Limited Power of Attorney, or a copy of this Limited Power of Attorney, as confirmation that Owner has not revoked this Limited Power of Attorney or the limited powers granted to Servicer hereunder. Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Servicer for all purposes of this Limited Power of Attorney.

Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder. The Servicer hereby agrees to indemnify and hold Owner and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall be in addition to and not in lieu of any indemnity or other right(s) Owner may have in the Servicing Agreement, at law or in equity, and survive the termination of this Limited Power of Attorney

and the Agreement or the earlier resignation or removal of any Custodian or Collateral Agent referred to in the Agreement.

Owner authorizes Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Servicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney. Servicer's employees executing such documents in the name of Owner necessary to properly service and administer mortgage loans must hold the office of Assistant Vice President or higher.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state.

IN WITNESS WHEREOF, DB50 2007-1 Trust as Owner has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 21<sup>st</sup> day of July, 2009.


DB50 2007-1 Trust

By: \_\_\_\_\_

Name: Constantine M. Dakolias

Title: Administrator

  
Witness: Marc Sottile

  
Witness: Rannan SHY

STATE OF NEW YORK

COUNTY OF NEW YORK

On July 21, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Constantine M. Dakolias, President of DB50 2007-1 Trust as Owner, personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument. WITNESS my hand and official seal.

[NOTARIAL SEAL]

  
Notary Public

My Commission Expires:

THOMAS SANTORA  
Notary Public, State of New York  
No. 01SA6191079  
Qualified in New York County  
Commission Expires Aug. 4, 2012

Exhibit AList of Permitted/Authorized Action for Power of Attorney

(a) to endorse, negotiate, deliver and deposit (into the account(s) specified in the Servicing Agreement) any check, draft, money order or other form of payment instrument payable to Owner and tendered as payment on or proceeds from any Mortgage Loan or REO Property;

(b) to endorse, execute, seal, acknowledge, deliver, file and/or record (including with the appropriate public officials) the following:

(1) any documents or instruments (i) to endorse any promissory note for any Mortgage Loan to Servicer or its successors or assigns, (ii) to assign any mortgage or other security instrument related to any Mortgage Loan to Servicer or its successors or assigns, (iii) to maintain and protect the validity, priority or value of the lien and security interest created by any mortgage on the related mortgaged property, REO Property, and any other security instrument for any Mortgage Loan or REO Property, including without limitation the notification of any property tax authorities and any casualty, property or mortgage insurers, (iv) to represent the interests of and act as the lender and mortgagee with respect to any Mortgage Loan in connection with the default, collection, liquidation or foreclosure of any Mortgage Loan and the related mortgaged property or REO Property, the bankruptcy of the related mortgagor or any lawsuit or legal proceeding involving the Mortgage Loan or REO Property, (v) to appoint any successor or substitute trustee under a deed of trust mortgage, and (vi) to provide notice to any mortgagor of the transfer of the servicing of any Mortgage Loan, including any goodbye letters;

(2) any modifications, waivers, assumptions, amendments or agreements for subordination or forbearance of any mortgage, promissory note or any other documents related to any Mortgage Loan or REO Property; and

(3) any instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments with respect to any mortgage or any related mortgaged property or REO Property for any Mortgage Loan; and

(c) to institute and pursue foreclosure proceedings or obtain a deed in lieu of foreclosure so as to effect ownership of any related mortgaged property or REO Property in the name or on behalf of Servicer or its successors and assigns, to manage, maintain, sell and otherwise liquidate any resulting REO Property, and to endorse, execute, seal, acknowledge, deliver, file and/or record (including with the appropriate public officials) any deed, certificate of foreclosure sale and collateral assignment for the ownership of any REO Property and any mortgage or any other security instrument for the pledge of any REO Property.